

ORDERED ACCORDINGLY.



1 **TIFFANY & BOSCO**
2 P.A.

3 **Dated: July 30, 2010**

4 **2525 EAST CAMELBACK ROAD**
5 **SUITE 300**
6 **PHOENIX, ARIZONA 85016**
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10 Mark S. Bosco
11 State Bar No. 010167
12 Leonard J. McDonald
13 State Bar No. 014228
14 Attorneys for Movant

15 10-01053



16 **GEORGE B. NIELSEN, JR**
17 **U.S. Bankruptcy Judge**

18 **IN THE UNITED STATES BANKRUPTCY COURT**

19 **FOR THE DISTRICT OF ARIZONA**

20 **IN RE:**
21 **Mark David Rico and Dolly Sharidanna Rico**
22 **Debtors.**

23 **US Bank National Association as Trustee By**
24 **Residential Funding Company, LLC FKA**
25 **Residential Funding Corporation Attorney in Fact**
26 **by its Attorney in fact Wells Fargo Bank, N.A.,**
successor by merger to Wells Fargo Home
Mortgage Inc.

Movant,
vs.

Mark David Rico and Dolly Sharidanna Rico
Debtors; Edward J. Maney, Trustee.

Respondents.

27 **No. 2:10-bk-00094-GBN**

28 **Chapter 13**

29 **O R D E R**

30 **(Related to Docket #30)**

31 **Hearing Date: July 29, 2010**

32 **IT IS HEREBY ORDERED** that all stays and injunctions, including the automatic stays imposed
33 by U.S. Bankruptcy Code 362(a) are hereby terminated as to Movant with respect to that certain real
34 property which is subject of a Deed of Trust dated June 7, 2006, and recorded in the office of the Maricopa
35 County Recorder wherein US Bank National Association as Trustee By Residential Funding Company,

1 LLC FKA Residential Funding Corporation Attorney in Fact by its Attorney in fact Wells Fargo Bank,
2 N.A., successor by merger to Wells Fargo Home Mortgage Inc. is the current beneficiary and Mark David
3 Rico and Dolly Sharidanna Rico have an interest in, further described as:

4 Lot 174, SUNCHASE AT ESTRELLA PARCEL NOS. 62-64, according to Book 438 of Maps,
5 page 42, records of Maricopa County, Arizona.

6 IT IS FURTHER ORDERED that this Order vacating the automatic stay imposed by U.S.
7 Bankruptcy Court Code 362(a) shall be binding and effective in the event the Debtors converts this case
8 to another chapter under the U.S. Bankruptcy Code.

9 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written
10 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance Agreement,
11 or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement with Debtors.
12 However, Movant may not enforce, or threaten to enforce, any personal liability against Debtors if
13 Debtors' personal liability is discharged in this bankruptcy case.